BANGALORE DEVELOPMENT AUTHORITY
Query Response

Sl No	As per Tender Document	Query	Query Response
1	The key professional staff proposed be permanent employees of the Consultant	We request that the provision be modified to allow the proposed team members to be either permanent employees of the Consultant or engaged through contractual / outsourced arrangements, provided that the Consultant assumes full responsibility for their performance and deliverables	Tender Conditions Prevails
2	Assist in obtaining the requisite statutory approvals related to the entrusted works and handing over the completed works to BDA or its designated agencies on its completion;	As we understand the official fees towards all statutory approvals shall be borne by BDA and the Consultant shall not consider the same in their financial quote, please clarify.	The Consultant shall only assist in obtaining the requisite statutory approvals related to the entrusted works and handing over the completed works to BDA or its designated agencies on its completion. Statutory approval fees (if any) shall be borne by BDA and shall not be in the scope of the Consultant. RERA, BESCOM, OC, and any other approvals required for unhindered sale or occupancy of apartment units is not the responsibility of the Consultant
3	Team Leader/Senior Design Engineer Minimum B. E / B.Tech in Civil engineering. Post-graduation in Town / Urban Planning is desirable. Minimum of 20 years' experience in the relevant field. Minimum 15 years of experience and as a Team Leader minimum 5 years' experience in infrastructure projects.	Please relax this condition as per the following: Minimum B.E / B.Tech in Civil engineering. Minimum of 15 years' experience in infrastructure projects.	Team Leader/Senior Design Engineer - Minimum qualification shall be B.E / B.Tech/B arch/b plan. in Civil Engineering. Minimum of 15 years of experience in an infra-projects and 10 Years minimum as a Team Leder is required
4	The Consultant shall have association with NABL certified laboratories for testing of materials required for the infrastructure work.	We understand the Consultant need not have an association with a NABL certified laboratories for testing of materials because as defined in the scope of work (more specifically at Pt. No. 26, 27, 28 & 55 @ Pg 35 & 37), the role of the Consultant is to,- assist BDA & Contractor to organize & operate materials laboratory- arrange to get the requisite test conducted at the Contractors laboratory- ensure proper establishment of field laboratories/quality control equipment onsite by ContractorsPlease clarify and if our understand is correct please delete this clause / criteria	Consultant shall either submit a MoU with NABL-accredited laboratory or demonstrate access to NABL-certified facilities as required for quality assurance.
5	Performance Security b) The Successful Consultant shall furnish performance security of 5% of the cost of the consultancy contract amount in the form of Bank guarantee issued either by a National / Schedule Bank payable at Bengaluru within the time indicated in the Letter of Acceptance. The performance security shall be discharged after completion of the Defect liability period	We hereby request you to kindly reduce the performance security from 5% to 2%. We hereby request you to kindly accept the Performance Security is the form of Fixed Deposit Receipt (FDR) also. Please also clarify when shall the Performance Security be refunded to the Consultant	b) The Successful Consultant shall furnish performance security equalling to EMD in the form of Bank guarantee or fixed deposit receipt issued either by a National / Schedule Bank payable at Bengaluru/ performance surety bond within the time indicated in the Letter of Acceptance. The Performance Security shall be discharged after completion of contract period.
6	The account is _____ Payment shall be made according to the following: The payments will be made to the consultant = Percentage quoted X Amount Received to the client by selling.	Please define at what intervals the payments shall bemade to the Consultant. Also please define the amount on which the payment of consultant shall be calculated.	Tender Conditions Prevails
7	Project / Site Office	We understand BDA shall provide an office for the use of the staff of the Consultant at the project location without any additional cost of the Consultant. The consultant will advise on design to be fulfilled by the contractor	BDA shall provide fully furnished Site office at the project location without any additional cost to the Consultant.

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8	Consultancy Service Excluding GST in Percentage	We request clarification on whether this is based on Construction Cost or Net Sales Cost as per prevailing sales cost at the time of sale We also request you to please clarify whether the consultant will have freedom to set the sales price based on prevailing market rates to ensure the project is competitively priced. We also request clarification on the payment schedule for the Consultant and invoicing terms. We also request clarification that the official start of any marketing activity will be done only when the site office is completely ready..	Tender Conditions Prevails and The payment to the consultant shall be on gross revenue received from end user as per the accounting books of BDA.
9	Consultant shall check the structural drawings and designs for suitability for construction and as per Contract Document and to recommend the structural drawings submitted by the construction agency. The Consultant should also ensure the correctness of the implementation as per the approved construction drawings.	We would like to clarify if the final ownership of the accuracy of the design is the ownership and responsibility of the contractor/architect/structural engineering team, while the execution of said design is the scope of the consultant?	Contractor has entered into agreement BDA based on Design Build Operation & Maintenance basis. Consultant may suggest in terms of QA/QC and overall aesthetic of project from marketing point of view. Consultant is third party responsible for accuracy of the signed off design or specs as this is part of the scope of the work
10	Marketing, Sales and Marketing	We would like clarification of the BDA approval process and SLA for feedback and approval of these marketing and sales assets in terms of maximum number of days, as well as the concerned persons who will be part of the approval process. In addition, we request that for marketing collateral, an auto approval system of one week is put in place to ensure extended approvals due to unforeseen circumstances do not delay the marketability of the project	Tender Conditions Prevails
11	k. Booking Documentation – Booking Forms, Payment Terms	We request clarification on whether securing RERA approval, and other government body approvals, licenses, permits, NOCs, or any other legal or supporting documents required for the legal marketing and sale of the project is the scope of BDA or Consultant?	It is the responsibility of Contractor to do fill the required application forms in name of BDA and do the follow-up for all the statutory approvals. Statutory approval fees (if any) shall be borne by BDA and shall be not be in the scope of the Consultant.
12	h. Immersive Marketing Collateral (Full Interactive Digital Twin of the Project, Model Apartment, Interactive Booking Engine	We request clarification that the physical model of the apartment or furnished show flat will be made by the contractor under the exclusive direction of the Consultant at the sole cost of the contractor. Also to please clarify if the model apartment will furnished or bare shell? It is our understanding that a digital model apartment will be made by the Consultant and a real physical model apartment by the Contractor under the direction of the Consultant.	Contractor shall be responsible of physical infrastructure and interior of Model or furnished show apartment with fit outs along with experience canter and marketing area which will be vetted by consultant before approval of BDA. Full Interactive Digital Twin of the Project, Interactive Booking Engine, and other marketing infrastructure along with its operation (Hard and Soft) shall be responsibility of the consultant.
	n. 3000 sft experience centre with reception, 1:150 scale up model, Interactive Scale Model with Booking Engine , 2 Meeting Rooms, 1 Manager Cabin, 2 Toilets	It is our understanding that the construction of the sales experience center will be the sole responsibility of the BDA through it's Contractor. The design of the sales experience center will be the joint responsibility of the Architect and the Consultant and the approver will be the Consultant to ensure that sales center experience meets the design and look & feel needs of this premium project. We request that the interactive scale model be made a normal scale model We also request clarification on the who will be financially responsible for the fit out of the sales office?	

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13	2.3 Expiration of ContractUnless terminated earlier pursuant to Clause GC 2.7 hereof, this Contract shall terminate when services have been completed and all payments have been made at the end of such time period after the Effective Date as is specified in the SC.	We request that given the nature of the contract that in the unfortunate expiration or early termination by either party all payments arising from bookings that continue to accrue until completion of the project will continue to be paid to the consultant irrespective of the status of the contract.	Tender Conditions Prevails
14	Continuity for downstream work is mentioned as “Yes”	We kindly request clarification on the scope of downstream work envisaged in this clause and whether the same consultant will be considered for continuation of PMC/Marketing services in subsequent phases without calling a fresh tender.	Tender Conditions Prevails
15	Consultants may be hired for downstream work when continuity is essential	We request clarification on whether continuity shall be limited only to PMC services or will also include Marketing and Sales Support until completion of inventory sale.	Tender Conditions Prevails
16	Key professional staff shall be permanent employees of the consultant	We kindly request BDA to consider associate / long-term consultants (not on payroll) are acceptable with appropriate declaration as equivalent to permanent employees, as this is standard practice in large consultancy organizations	Tender Conditions Prevails
17	One single project each for Part A and Part B of value not less than ₹150 Crores	We request clarification whether Part A (PMC) and Part B (Marketing) experience of ₹150 Crores can be from two different projects, provided both conditions are individually satisfied	Tender Conditions Prevails
18	Marketing services are included along with PMC and Quality Assurance	We kindly request clarification on whether Marketing (Part B) is mandatory for all bidders or optional. Further, kindly clarify whether bidders having strong PMC and Quality Assurance experience without in-house marketing capability are eligible to participate.	Tender Conditions Prevails
19	Chief Marketing Manager – 10 years’ experience	In the Marketing Scope under ToR, CMO experience is specified as 15+ years. We kindly request clarification on which requirement shall prevail.	Tender Conditions Prevails
20	Consultant responsible for soundness and correctness of works	We request clarification whether design liability rests with the PMC, considering that designs are prepared by the construction agency under Lump Sum Turnkey – Own Design mode	Tender Conditions Prevails
21	Consultant will have exclusive rights for sales and marketing	Kindly clarify whether sales incentives / commissions, if applicable, are included within the quoted consultancy percentage or shall be paid separately.	Tender Conditions Prevails
22	Consultancy fee to be quoted as percentage	We request clarification whether the quoted percentage shall be calculated on total project cost including GST or excluding GST.	Consultant should quote Excluding GST in percentage
23	DLP of 2 years after OC	We kindly request clarification whether full-time PMC staff deployment is required during the entire DLP period or only periodic inspections are envisaged	Tender Conditions Prevails
24	3000 sft on-site experience center	Kindly clarify whether the cost of design, construction, and O&M of the experience center is to be borne by BDA or included in the consultant’s scope.	Contractor shall be responsible of physical infrastructure and interior of Model or furnished show apartment with fit outs along with experience centre and marketing area which will be vetted by consultant before approval of BDA. Full Interactive Digital Twin of the Project, Interactive Booking Engine, and other marketing infrastructure along with its operation (Hard and Soft) shall be responsibility consultant.
25	Joint ventures acceptable	We request clarification whether the same key professionals can be proposed for multiple packages.	

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26	Last date for bid submission is 02-02-2026	We respectfully request the Authority to extend the bid submission date to at least one month after uploading and issuance of pre-bid queries / clarifications. Considering that this is a prestigious, large-scale and integrated housing project involving PMC, Quality Assurance and Marketing components, the extended time will enable consultants to prepare a comprehensive, competitive and technically robust proposal, which will be in the best interest of the project and the Authority	Tender Conditions Prevails
27	NABL Laboratory	To ensure high-quality material testing and compliance with industry standards, we kindly request the inclusion of a Own National Accreditation Board for Testing and Calibration Laboratories (NABL) certified lab as part of the eligibility criteria. This will help maintain the accuracy and reliability of testing procedures throughout the project.	Tender Conditions Prevails
28	Earnest Money Deposit (EMD) of ₹23,00,000/- (Rupees Twenty-Three Lakhs only) has to be paid.	As per Rule 170 of GFR, MSME-registered enterprises are exempted from submission of EMD. We request confirmation that EMD exemption will be applicable for MSME bidders for this tender.	Tender Conditions Prevails
29	Performance security of 5% of the cost of the consultancy contract amount	Please clarify the amount for Performance Security of 5%, considering that payments terms are linked to the sale of units and whether it shall be on the estimated contract value or actual sales.	Performance Security based on the estimated contract value
30	Assist in obtaining the requisite statutory approvals related to the entrusted works and handing over the completed works to BDA or its designated agencies on its completion;	Any Approval such as RERA, BESCOM, BWSSB, Fire, Environmental clearance, statutory approvals are not to be included in the Scope of Consultants as it is to be included in construction contractor’s scope.	It is the responsibility of Contractor to do fill the required application forms in name of BDA and do the follow-up for all the statutory approvals. Any statutory approval fees or media charges, if applicable, will be paid by BDA and are not included in the Consultant's scope of work.
31	Submit monthly compliance of environmental safeguard measures implemented by the Contractors.	Monthly compliance of environmental safeguard measures is to be submitted by the Contractors.	Consultant shall supervise EMP implementation by Contractor.
32	Sales of Unit	As marketing is linked with the consultant scope kindly make sure that RERA certification is in place by the time consultancy contract is awarded. Kindly confirm. As per RERA no sales are allowed prior to receiving RERA approval, as such. No advertising, promotion will begin until the project has RERA.	It is the responsibility of Contractor to do fill the required application forms in name of BDA and do the follow-up for all the statutory approvals. Any statutory approval fees, if applicable, will be paid by BDA and are not included in the Consultant's scope of work.
33	Launch Pricing	As marketing is linked with the consultant scope the launch pricing will be decided by the Consultant. Please confirm.	Consultant shall submit Detailed marketing plan with payment stages. BDA shall review marketing plan at least every quarter or intermediate interval based on available Market data published by Banks, real estate outlook survey by eminent real estate agencies.
34	If Consultant considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual Consultant (s) and/or other Consultant or entities in a joint venture relationship or sub-consultancy, as appropriate. Consultants may associate with the other Consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet	Please confirm if the JV partner can associate with different entities for submission of this bid.	Tender condition prevail

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35	Project Enquiry	Please confirm that all unit-related enquiries and sales shall be routed exclusively through the Consultant only.	Consultant shall have exclusive rights of marketing. All leads originating from any and all sources will be routed exclusively through the Consultant. However, in case of government directives or circular it will be considered as Change in law or applicable force majure event.
36	The first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period	We request that the mobilization advance will be made after signing of contract and on furnishing BG of 10% of contract value.	Tender Conditions Prevails
37	In case of disputes if any, between the Client and the Consultant, the decision of the Commissioner BDA, Bengaluru is final and binding on both the Client and the Consultant.	We Request you to include clauses on Arbitration process and the venue for arbitration as Bangalore.	Tender Conditions Prevails
38	On Site Experience Canter and Sales office	Please confirm that the Site Office along with the Mock up shall be constructed as per the Consultant's requirements, and that the Authority will provide necessary power and water supply connections	The contractor is responsible for the model or show apartment, including fit-outs and the marketing area, all of which will be reviewed by the consultant before receiving BDA approval. Full Interactive Digital Twin of the Project, Interactive Booking Engine, and other marketing infrastructure along with its operation (Hard and Soft) shall be responsibility consultant.